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**R. J. REYNOLDS TOBACCO COMPANY
RETAIL PARTNERS MARKETING PLAN CONTRACT
NON-SELF-SERVICE PACK OUTLET - LEVEL 2**

R. J. Reynolds Tobacco Company (RJR) is pleased to announce the following Retail Partners Marketing Plan effective January 1, 1996, for retail accounts that meet the following criteria:

- 51% or more total industry volume sold by the pack
- 100+ cartons industry brands and minimum of 17 cartons of RJR brands sold per week.
- Distribution of RJR brands in all price-tiers as required.

Retailers not meeting the above requirements should discuss alternatives with an RJR Representative.

MERCHANDISING/PRESENCE PROGRAM ELEMENTS:

- RJR Full Price pack display in prime non-self-service position.
- RJR Full Price pack display in primary selling area non-self-service.
- RJR Savings brand pack display(s) in a primary Savings Brand position.
- Displays selected will merchandise no less than 40 pack facings of product.

MERCHANDISING/PRESENCE ELEMENT REQUIREMENTS

Full Price Displays

- Display #1 must be located in primary non-self-service position as determined by an RJR representative.
- Display #2 must be located in primary selling areas. In a position agreed upon by an RJR representative.
- Neither display may be obstructed from consumers view by competitive displays or other products.

Savings Display

- Selected display(s) must be adequate in size to display and promote ALL RJR Savings Brands designated for display by an RJR representative.
- Multiple displays/locations may be used to adequately merchandise RJR Savings Brands, as approved by an RJR representative.
- Retailer will provide RJR pricing capability no less than parity with other tobacco companies.

Other

RJR reserves the right for final approval of display/advertising types, sizes and locations. Displays, fixtures, and free-standing signage will be lit as designated by RJR.

ADDITIONAL MERCHANDISING/PRESENCE REQUIREMENTS

- Retailer further agrees to:
 - Provide promotional assistance as requested by RJR.
 - Display RJR "Lowest" brands, if applicable
 - Provide RJR accurate volume information
 - Authorize primary and other suppliers to release brand style volume information to RJR.
 - Provide RJR share of available signage equal to RJR Share of Market.
 - Provide RJR share of space equal to RJR share of market on carton merchandisers, if applicable. Minimum acceptable space as determined by an RJR Representative.
 - Ensure adequate quantity of RJR brands are maintained to minimize out of stock, including brands designated for display.
 - Accept new RJR brand styles, as requested.
 - Permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
- Permanent RJR advertising will be affixed to RJR displays/merchandisers utilized under this agreement. Retailer will not permit additional advertising of any kind, including that relating to retailers own products, to be affixed to or interfere with RJR displays.
- Changes in agreed location of displays/advertising, or effectiveness of location will result termination of this agreement.
- Restricting RJR's ability to display, promote or distribute RJR brands or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of the agreement.
- RJR reserves the right to modify or terminate this agreement after notice to retailer. In the event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.

MERCHANDISING/PRESENCE PAYMENT

RJR volume will be determined by the average weekly sales of all RJR brands during the most recent 3-month period.
RJR will pay qualifying retailer \$_____ per month for performance of all requirements under this agreement.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable after the end of each calendar quarter. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter, but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due RJR.

RETAIL ACCRUAL PROGRAM ELEMENTS

- Qualifying Merchandising/Presence elements of RJR's Retail Partners Marketing Plan.
- All requirements/criteria stated in Merchandising/Presence section are applicable to Retail Accrual program.

Program Options

Option 1: RJR Retail Accrual - monthly accrual based on RJR designated Level 1, Level 2, or Level 3 RJR volume grid.

Option 2: RJR Retail Accrual with Retailer/RJR Match - monthly accrual with additional Retailer/RJR Match funds based on RJR designated Level 1, Level 2, or Level 3 RJR volume grid.

RETAIL ACCRUAL PROGRAM OPTION REQUIREMENTS

OPTION 1

- Accrual process will begin on contract signing date if prior to the 15th day of the month. Sign up after the 15th day of the month will start accrual the following month.
- Retail Accrual funds are to be utilized to promote selected RJR Full Price and Savings Brands as designated by an RJR Representative.
- Partner Promotions, specific to Retail Accrual participants, will be available based on level of Retail Accrual participation and RJR volume category criteria. Partner Promotion participation, as required by the Retail Accrual program, is necessary to maximize accrual fund application. Retailers electing not to participate in Partner Promotion(s) will lose usage of funds designated for such purpose.
- All promotions require approval by RJR prior to implementation.
- Retailer reimbursement will occur as soon as practicable following successful completion of the subject pre-approved RJR Retail Accrual promotion.
- RJR Promotion Dollar Liability is limited to the allocated dollar amount of Retail Accrual as designated by RJR.
- Retail Accrual funds will be accrued by the month. Funds accrued during one calendar quarter are available for use immediately.
- Unused funds may be carried over to the subsequent quarter with prior approval by RJR.
- Funds not utilized for the designated year may not be carried over to the subsequent year.

OPTION 2

- All requirements/benefits stated in Option 1 are applicable to Option 2.
- Retailer must provide matching funds in an amount equal to 50% of Option 1 rate. Retailer match dollars are utilized in the same manner as Option 1 funds and are payable not later than individual promotion completion.
- RJR will provide additional funds in an amount equal to Retailer Match monies. RJR Match monies will be accrued on a monthly basis and are available for use on the same basis as the Option 1 funds.

Hess Mart
Non Self-Service Display Locations

SR TERR	ACCT	STORE NO	CITY	STATE	VAP WHLSR	VAP WHLSR NAME
232603	408138	9356	LARGO	FL	380734	MCLANE/SUNEAST
232806	384503	9352	DEERFIELD BEACH	FL	380734	MCLANE/SUNEAST
232807	411309	9350	FORT LAUDERDALE	FL	380734	MCLANE/SUNEAST
233009	379611	9353	HIALEAH	FL	380734	MCLANE/SUNEAST

51846 3837

Source: <https://www.industrydocuments.ucsf.edu/docs/pfly0000>

**R. J. REYNOLDS TOBACCO COMPANY
RETAIL PARTNERS MARKETING PLAN CONTRACT
SELF-SERVICE CIGARETTE OUTLET - LEVEL 2**

R. J. Reynolds Tobacco Company ("RJR") is pleased to announce the following Retail Partners program effective January 1, 1996, for retail outlets where 51% of total in-store sales are cigarettes and 90+% of total cigarette volume is sold to consumers. Retail accounts that qualify for this program also meet the following criteria:

- Minimum of 141 cartons of RJR brands sold per week.
- Distribution of RJR brands in all price-tiers as required.

Retailers not meeting the above requirements should discuss alternatives with an RJR Representative.

MERCHANDISING/PRESENCE PROGRAM ELEMENTS

- RJR Full Price promotional capability in Primary position.
- RJR Savings Brand promotional capability in Primary Savings Brand position.
- Party representation for RJR displays at register (selling area), Full Price and Savings Brands.
- "Feature" Self-Service Savings Center in a Primary Savings Brand position.
- Self-Service Savings Center for other Savings Brands, if applicable.
- Full Price Carton Merchandiser for RJR Full Price cartons.
- Indoor and Outdoor "high impact" signage.

Qualification of all requirements listed above will be determined by an RJR Representative.

MERCHANDISING/PRESENCE ADDITIONAL REQUIREMENTS

- Retailer further agrees to:
 - Provide promotional assistance as requested by RJR.
 - Display RJR "Lowest" brands, if applicable
 - Provide RJR accurate volume information
 - Authorize primary and other suppliers to release brand style volume information to RJR.
 - Provide RJR share of available signage equal to RJR Share of Market.
 - Provide RJR share of space equal to RJR share of market on carton merchandisers, if applicable. Minimum acceptable space as determined by an RJR Representative.
 - Ensure adequate quantity of RJR brands are maintained to minimize out of stock, including brands designated for display.
 - Accept new RJR brand styles, as requested.
 - Permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
- Permanent RJR advertising will be affixed to RJR displays/merchandisers utilized under this agreement. Retailer will not permit additional advertising of any kind, including that relating to retailers own products, to be affixed to or interfere with RJR displays.
- Changes in agreed location of displays/advertising, or effectiveness of location will result termination of this agreement.
- Restricting RJR's ability to display, promote or distribute RJR brands or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of the agreement.
- RJR reserves the right to modify or terminate this agreement after notice to retailer. In the event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.

MERCHANDISING/PRESENCE PAYMENT

RJR volume will be determined by the average weekly sales of all RJR brands during the most recent 3-month period.
RJR will pay qualifying retailer \$_____ per month for performance of all requirements under this agreement.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable after the end of each calendar quarter. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter, but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due RJR.

RETAIL ACCRUAL PROGRAM ELEMENTS

- Qualifying Merchandising/Presence elements of RJR's Retail Partners Marketing Plan.
- All requirements/criteria stated in Merchandising/Presence section are applicable to Retail Accrual program.

Program Options

Option 1: RJR Retail Accrual - monthly accrual based on RJR volume grid.

Option 2: RJR Retail Accrual with Retailer/RJR Match - monthly accrual with additional Retailer/RJR Match funds based on RJR volume grid.

RETAIL ACCRUAL PROGRAM OPTION REQUIREMENTS

OPTION 1

- Accrual process will begin on contract signing date if prior to the 15th day of the month. Sign up after the 15th day of the month will start accrual the following month.
- Retail Accrual funds are to be utilized to promote selected RJR Full Price and Savings Brands as designated by an RJR Representative.
- All promotions require approval by RJR prior to implementation.
- Retailer reimbursement will occur as soon as practicable following successful completion of the subject pre-approved RJR Retail Accrual promotion.
- RJR Promotion Dollar Liability is limited to the allocated dollar amount of Retail Accrual as designated by RJR.
- Retail Accrual funds will be accrued by the month. Funds accrued during one calendar quarter are available for use immediately.
- Unused funds may be carried over to the subsequent quarter with prior approval by RJR.
- Funds not utilized for the designated year may not be carried over to the subsequent year.

OPTION 2

- All requirements/benefits stated in Option 1 are applicable to Option 2.
- Retailer must provide matching funds in an amount equal to 50% of Option 1 rate. Retailer match dollars are utilized in the same manner as Option 1 funds and are payable not later than individual promotion completion.
- RJR will provide additional funds in an amount equal to Retailer Match monies. RJR Match monies will be accrued on a monthly basis and are available for use on the same basis as the Option 1 funds.

ADDITIONAL RETAIL ACCRUAL REQUIREMENTS

- Display size, quantity, promotional timeframe, and promotional type will be approved by an RJR Representative.
- Promotional advertising associated with RJR Brands will be affixed to, or above each display, as approved by an RJR Representative.
- Retailer will not permit advertising of any kind, including that relating to retailers own products, to be affixed to RJR displays (temporary and/or permanent) without prior consent of RJR.
- Retailer agrees to maintain RJR displays and signage (temporary and/or permanent) in an unobstructed manner, in the location agreed upon by an RJR Representative. Changes in location of displays, or effectiveness of display location, will terminate this agreement.
- Should retailer be permanently disqualified under RJR's Retail Partners Merchandising/Presence programs, participation in the Retail Accrual program and all other RJR Promotional programs will be terminated.

51846 3839

Hess Co-Op
Self Service Display Locations

SR TERR	ACCT	STORE NO	CITY	STATE	VAP WHLSR	VAP WHLSR NAME
162204	762000	32466	BINGHAMTON	NY	649920	TRIPIFOODS
162204	624672	32437	BINGHAMTON	NY	649920	TRIPIFOODS
162206	696092	32358	LIVERPOOL	NY	649920	TRIPIFOODS
162304	669787	32468	QUEENSBURY	NY	649920	TRIPIFOODS
162602	763927	32352	ROCHESTER	NY	649920	TRIPIFOODS
162602	035651	32260	ROCHESTER	NY	649920	TRIPIFOODS
162602	763879	32351	ROCHESTER	NY	649920	TRIPIFOODS
162605	764168	32458	FAIRPORT	NY	649920	TRIPIFOODS
232805	822098	9371	DELRAY BEACH	FL	380734	MCLANE/SUNEAST
233006	661738	9370	CITY OF SUNRISE	FL	380734	MCLANE/SUNEAST

51846 3840

Hess Co-Op
Self Service Display Locations

SR TERR	ACCT	STORE NO	CITY	STATE	VAP WHLSR	VAP WHLSR NAME
133006	616599	30264	MATAWAN	NJ	376878	MCLANE NORTHEAST
162606	762440	32469	AUBURN	NY	649920	TRIIFOODS
162604	763449	32457	ROCHESTER	NY	649920	TRIIFOODS

51846 3841

**R. J. REYNOLDS TOBACCO COMPANY
RETAIL PARTNERS MARKETING PLAN CONTRACT
NON-SELF-SERVICE PACK OUTLET - LEVEL 2**

ADDITIONAL RETAIL ACCRUAL REQUIREMENTS

- Display size, quantity, promotional timeframe, and promotional type will be approved by an RJR Representative.
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- Should retailer be permanently disqualified under RJR's Retail Partners Merchandising/Presence programs, participation in the Retail Accrual program and all other RJR Promotional programs will be terminated.

Request for Taxpayer Identification Number and Certification

R. J. Reynolds Tobacco Company must backup withhold tax at the rate of 31% from payee if the payee fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to such payee for any calendar year. With an individual proprietorship, this information is the person's individual name and either his/her social security number (S.S. No.) or the employer identification number (EIN) for the proprietorship. In addition to the payee's individual name, the payee may also provide the business name for the sole proprietorship, provided the individual name is listed before the business name. (Sole proprietors may not furnish only the business name.) With respect to corporations, partnerships, estates, trusts, and similar entities, the necessary information is the entity's name and employer identification number (EIN) as it appears on IRS Form 976 (Assignment of Employer Identification Number).

Type of Organization: Corporation X, Sole Proprietor , Partnership, Estate, Trust, etc.

Is this a corporation exempt from backup withholding? Yes X No

Please use the appropriate line to fill in the name and Taxpayer Identification Number:

Corporation Name Amerada Hess Corporation EIN
or
Sole Proprietor's Name (Hess Co-OP's) S.S. No.

Sole Proprietor's Business Name EIN
or
Partnership, Estate, Trust, etc. EIN

Address (Number, street, and apt. or suite number) 1 Hess Plaza

Address (City, state, and ZIP code) Woodbridge, New Jersey 07095

Certification:

Under penalties of perjury, I certify that:

1. The number shown above is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest on your tax return.

Store Name (Please Print) RJR Account No.
Street Address RJR Territory No.
City/State Zip Code
Call Classification Branch (If Chain)

Type	# Stores	Monthly Payment	Total Quarterly Dollar Amount
see attached list			\$
			\$
			\$
TOTAL			

1/1/96 Date Contract Signed
Retailer's Signature [Signature]
Title: Senior Vice President

1/1/96 Contract Effective Date
R. J. REYNOLDS TOBACCO COMPANY
By: [Signature] Key Account Manager

FUNCTION	CONTRACT TYPE	PLAN	UNITS	RATE	EFFECTIVE MO / YR
A=ADD					
E=END					
D=DELETE					
C=CHANGE					

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Retailers not meeting the above requirements should discuss alternatives with an RJR Representative.

MERCHANDISING/PRESENCE PROGRAM ELEMENTS:

- RJR Full Price pack display in prime non-self-service position.
- RJR Full Price pack display in primary selling area non-self-service.
- RJR Savings brand pack display(s) in a primary Savings Brand position.
- Displays selected will merchandise no less than 40 pack facings of product.

MERCHANDISING/PRESENCE ELEMENT REQUIREMENTS

Full Price Displays

- Display #1 must be located in primary non-self-service position as determined by an RJR representative.
- Display #2 must be located in primary selling areas, in a position agreed upon by an RJR representative.
- Neither display may be obstructed from consumers view by competitive displays or other products.

Savings Display

- Selected display(s) must be adequate in size to display and promote ALL RJR Savings Brands designated for display by an RJR representative.
- Multiple displays/locations may be used to adequately merchandise RJR Savings Brands, as approved by an RJR representative.
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Other

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ADDITIONAL MERCHANDISING/PRESENCE REQUIREMENTS

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 - Accept new RJR brand styles, as requested.
 - Permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
- Permanent RJR advertising will be affixed to RJR displays/merchandisers utilized under this agreement. Retailer will not permit additional advertising of any kind, including that relating to retailers own products, to be affixed to or interfere with RJR displays.
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MERCHANDISING/PRESENCE PAYMENT

RJR volume will be determined by the average weekly sales of all RJR brands during the most recent 3-month period.

RJR will pay qualifying retailer \$_____ per month for performance of all requirements under this agreement.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable after the end of each calendar quarter. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter, but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due RJR.

RETAIL ACCRUAL PROGRAM ELEMENTS

- Qualifying Merchandising/Presence elements of RJR's Retail Partners Marketing Plan.
- All requirements/criteria stated in Merchandising/Presence section are applicable to Retail Accrual program.

Program Options

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Option 2: RJR Retail Accrual with Retailer/RJR Match - monthly accrual with additional Retailer/RJR Match funds based on RJR designated Level 1, Level 2, or Level 3 RJR volume grid.

RETAIL ACCRUAL PROGRAM OPTION REQUIREMENTS

OPTION 1

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- Retail Accrual funds are to be utilized to promote selected RJR Full Price and Savings Brands as designated by an RJR Representative.
- Partner Promotions, specific to Retail Accrual participants, will be available based on level of Retail Accrual participation and RJR volume category criteria. Partner Promotion participation, as required by the Retail Accrual program, is necessary to maximize accrual fund application. Retailers electing not to participate in Partner Promotion(s) will lose usage of funds designated for such purpose.
- All promotions require approval by RJR prior to implementation.
- Retailer reimbursement will occur as soon as practicable following successful completion of the subject pre-approved RJR Retail Accrual promotion.
- RJR Promotion Dollar Liability is limited to the allocated dollar amount of Retail Accrual as designated by RJR.
- Retail Accrual funds will be accrued by the month. Funds accrued during one calendar quarter are available for use immediately.
- Unused funds may be carried over to the subsequent quarter with prior approval by RJR.
- Funds not utilized for the designated year may not be carried over to the subsequent year.

OPTION 2

- All requirements/benefits stated in Option 1 are applicable to Option 2.
- Retailer must provide matching funds in an amount equal to 50% of Option 1 rate. Retailer match dollars are utilized in the same manner as Option 1 funds and are payable not later than individual promotion completion.
- RJR will provide additional funds in an amount equal to Retailer Match monies. RJR Match monies will be accrued on a monthly basis and are available for use on the same basis as the Option 1 funds.

51846 3843

Hess Co-Op
Non Self Service Display Locations

SR TERR	ACCT	STORE NO	CITY	STATE	VAP WHLSR	VAP WHLSR NAME
112602	756242	21207	LAWRENCE	MA	649920	TRIPIFOODS INC.
112803	038172	38201	WARWICK	RI	649920	TRIPIFOODS INC.
113104	205298	7216	EAST HARTFORD	CT	649920	TRIPIFOODS INC.
113105	177729	21210	WEBSTER	MA	649920	TRIPIFOODS INC.
122204	044322	32216	NEW ROCHELLE	NY	649920	TRIPIFOODS INC.
122206	042237	32344	BEDFORD HILLS	NY	649920	TRIPIFOODS INC.
122301	633403	32320	ISLIP	NY	649920	TRIPIFOODS INC.
122301	033937	32343	DEER PARK	NY	649920	TRIPIFOODS INC.
122301	114110	32486	DEER PARK	NY	649920	TRIPIFOODS INC.
122302	113167	32264	LINDENHURST	NY	649920	TRIPIFOODS INC.
122302	633424	32262	FARMINGDALE	NY	649920	TRIPIFOODS INC.
122302	623368	32476	N LINDENHURST	NY	649920	TRIPIFOODS INC.
122302	033936	32308	WYANDANCH	NY	649920	TRIPIFOODS INC.
122304	633459	32326	LAKE RONKONKOMA	NY	649920	TRIPIFOODS INC.
122305	040135	32267	HICKSVILLE	NY	649920	TRIPIFOODS INC.
122305	049822	32489	HICKSVILLE	NY	649920	TRIPIFOODS INC.
122305	114062	32474	HICKSVILLE	NY	649920	TRIPIFOODS INC.
122305	649486	32304	GLEN COVE	NY	649920	TRIPIFOODS INC.
122305	444941	32491	WESTBURY	NY	649920	TRIPIFOODS INC.
122305	114024	32341	JERICO	NY	649920	TRIPIFOODS INC.
122306	623358	32484	HAUPPAUGE	NY	649920	TRIPIFOODS INC.
122306	623359	32477	CENTRAL ISLIP	NY	649920	TRIPIFOODS INC.
122306	633441	32289	BRENTWOOD	NY	649920	TRIPIFOODS INC.
122307	470752	32488	PLAINVIEW	NY	649920	TRIPIFOODS INC.
122308	042262	32476	MASSAPEQUA	NY	649920	TRIPIFOODS INC.
122308	113942	32297	MASSAPEQUA PARK	NY	649920	TRIPIFOODS INC.
122308	779781	32336	BETHPAGE	NY	375878	MC LANE NORTHEAST
122309	114027	32315	PRT JEFF STA	NY	649920	TRIPIFOODS INC.
122309	114032	32482	CORAM	NY	649920	TRIPIFOODS INC.
122309	623367	32483	CENTEREACH	NY	649920	TRIPIFOODS INC.
122401	202049	32215	NEW YORK	NY	649920	TRIPIFOODS INC.
122608	642874	30263	NEWARK	NJ	375878	MC LANE NORTHEAST
122904	623426	32496	UNIONDALE	NY	649920	TRIPIFOODS INC.
122904	035913	32305	EAST MEADOW	NY	649920	TRIPIFOODS INC.
122904	623362	32490	LEVITTOWN	NY	649920	TRIPIFOODS INC.
122904	603242	32493	FLORAL PARK	NY	649920	TRIPIFOODS INC.
122904	114111	32311	OCEANSIDE	NY	649920	TRIPIFOODS INC.
122904	623349	32498	OCEANSIDE	NY	649920	TRIPIFOODS INC.
122904	139668	32298	ELMONT	NY	649920	TRIPIFOODS INC.
122904	603244	32495	FRANKLIN SQUARE	NY	375878	MC LANE NORTHEAST
132201	226517	38281	HANOVER	PA	649920	TRIPIFOODS INC.
133201	779337	38216	BENSALEM	PA	649920	TRIPIFOODS INC.
133201	469601	38286	BRISTOL	PA	649920	TRIPIFOODS INC.
133202	624824	38279	KING OF PRUSSIA	PA	649920	TRIPIFOODS INC.
133207	623271	38276	WILLOW GROVE	PA	649920	TRIPIFOODS INC.
133207	127031	38277	GLENSIDE	PA	649920	TRIPIFOODS INC.
133208	604565	38304	QUAKERTOWN	PA	649920	TRIPIFOODS INC.
133208	604567	38249	BETHLEHEM	PA	649920	TRIPIFOODS INC.
133209	126866	38201	ALLENTOWN	PA	649920	TRIPIFOODS INC.
133209	126880	38202	ALLENTOWN	PA	649920	TRIPIFOODS INC.

51846 3844

Hess Co-Op
Non Self Service Display Locations

SR TERR	ACCT	STORE NO	CITY	STATE	VAP WHLSR	VAP WHLSR NAME
133209	126919	38351	ALLENTOWN	PA	649920	TRIIFOODS INC.
133209	126938	38350	TREXLERTOWN	PA	649920	TRIIFOODS INC.
133209	127017	38209	WHITEHALL	PA	649920	TRIIFOODS INC.
133407	038419	38278	HAVERTOWN	PA	649920	TRIIFOODS INC.
162204	763847	32342	JOHNSON CITY	NY	649920	TRIIFOODS INC.
162204	762497	32465	VESTAL	NY	649920	TRIIFOODS INC.
162204	251011	32439	ENDICOTT	NY	649920	TRIIFOODS INC.
162204	251021	32438	WEST CORNERS	NY	649920	TRIIFOODS INC.
162204	763846	32279	ENDWELL	NY	649920	TRIIFOODS INC.
162204	251010	32433	ENDWELL	NY	649920	TRIIFOODS INC.
162205	632872	32277	LIVERPOOL	NY	649920	TRIIFOODS INC.
162205	685371	32348	SYRACUSE	NY	649920	TRIIFOODS INC.
162205	763163	32206	SYRACUSE	NY	649920	TRIIFOODS INC.
162206	036218	32285	YORKVILLE	NY	649920	TRIIFOODS INC.
162206	632888	32207	UTICA	NY	649920	TRIIFOODS INC.
162206	632889	32338	UTICA	NY	649920	TRIIFOODS INC.
162208	137686	38262	KINGSTON	PA	649920	TRIIFOODS INC.
162208	469908	38360	PLYMOUTH	PA	649920	TRIIFOODS INC.
162208	185201	38359	WILKES BARRE	PA	649920	TRIIFOODS INC.
162209	354755	38260	SCRANTON	PA	649920	TRIIFOODS INC.
163606	178666	32363	POUGHKEEPSIE	NY	649920	TRIIFOODS INC.
163606	130530	32428	POUGHKEEPSIE	NY	649920	TRIIFOODS INC.
163606	024010	32268	POUGHKEEPSIE	NY	649920	TRIIFOODS INC.
162304	130512	32402	HUDSON FALLS	NY	649920	TRIIFOODS INC.
162305	037471	32339	GLENVILLE	NY	649920	TRIIFOODS INC.
162305	177292	32359	JOHNSTOWN	NY	649920	TRIIFOODS INC.
162305	619817	32404	SCOTIA	NY	649920	TRIIFOODS INC.
162305	130617	32202	SCHENECTADY	NY	649920	TRIIFOODS INC.
162305	130619	32226	SCHENECTADY	NY	649920	TRIIFOODS INC.
162305	619816	32405	SCHENECTADY	NY	649920	TRIIFOODS INC.
162305	767390	32415	SLINGERLANDS	NY	649920	TRIIFOODS INC.
162308	069279	32413	ALBANY	NY	649920	TRIIFOODS INC.
162306	176725	32361	HUDSON	NY	649920	TRIIFOODS INC.
162308	619840	32422	HUDSON	NY	649920	TRIIFOODS INC.
162306	130313	32423	CATSKILL	NY	649920	TRIIFOODS INC.
162306	619933	32425	SAUGERTIES	NY	649920	TRIIFOODS INC.
162308	130455	32427	KINGSTON	NY	649920	TRIIFOODS INC.
162308	130784	32411	TROY	NY	649920	TRIIFOODS INC.
162308	619812	32412	TROY	NY	649920	TRIIFOODS INC.
162308	619811	32409	COHOES	NY	649920	TRIIFOODS INC.
162308	130781	32419	RENSSELAER	NY	649920	TRIIFOODS INC.
162308	619814	32418	RENSSELAER	NY	649920	TRIIFOODS INC.
162308	130289	32360	WYNANTS KILL	NY	649920	TRIIFOODS INC.
162308	767292	32417	SELKIRK	NY	649920	TRIIFOODS INC.
162309	178539	32467	HIGHLAND	NY	649920	TRIIFOODS INC.
162203	764109	32464	ITHACA	NY	649920	TRIIFOODS INC.
162604	034231	32289	ROCHESTER	NY	649920	TRIIFOODS INC.
162602	056571	32350	NORTH CHILI	NY	649920	TRIIFOODS INC.
162604	763849	32353	ROCHESTER	NY	649920	TRIIFOODS INC.
162604	763836	32287	ROCHESTER	NY	649920	TRIIFOODS INC.

51846 3845

Hess Co-Op
Non Self Service Display Locations

SR TERR	ACCT	STORE NO	CITY	STATE	VAP WHLSR	VAP WHLSR NAME
162604	037725	32355	ROCHESTER	NY	649920	TRIIFOODS INC.
162604	057432	32354	ROCHESTER	NY	649920	TRIIFOODS INC.
162608	645662	38281	LEWISBURG	PA	649920	TRIIFOODS INC.
162208	185463	38361	DALLAS	PA	649920	TRIIFOODS INC.
162301	130395	32421	NEW LEBANON	NY	649920	TRIIFOODS INC.
163608	290087	21202	NORTHAMPTON	MA	649920	TRIIFOODS INC.
163608	033116	21208	SPRINGFIELD	MA	649920	TRIIFOODS INC.
163605	130230	32332	WAPPINGERS FALL	NY	649920	TRIIFOODS INC.
163805	756241	21203	METHUEN	MA	649920	TRIIFOODS INC.
173801	645661	38264	LEWISTOWN	PA	649920	TRIIFOODS INC.
173802	645604	38357	CARLISLE	PA	649920	TRIIFOODS INC.
173802	645511	38262	CARLISLE	PA	649920	TRIIFOODS INC.
173802	621377	38285	CAMP HILL	PA	649920	TRIIFOODS INC.
173802	645512	38256	LEMOYNE	PA	649920	TRIIFOODS INC.
173802	645602	38358	CARLISLE	PA	649920	TRIIFOODS INC.
173802	082377	38253	HARRISBURG	PA	649920	TRIIFOODS INC.
173803	645654	38356	HARRISBURG	PA	649920	TRIIFOODS INC.
173803	645663	38303	LEBANON	PA	649920	TRIIFOODS INC.
173803	596487	38263	SHAMOKIN DAM	PA	649920	TRIIFOODS INC.
173804	645595	38355	YORK	PA	649920	TRIIFOODS INC.
173804	645664	38305	YORK	PA	649920	TRIIFOODS INC.
173804	645627	38260	YORK	PA	649920	TRIIFOODS INC.
173807	498329	38261	WEST LAWN	PA	649920	TRIIFOODS INC.
173807	740936	38269	READING	PA	649920	TRIIFOODS INC.
173807	183264	38364	SINKING SPRING	PA	649920	TRIIFOODS INC.
173808	625691	38291	COATESVILLE	PA	649920	TRIIFOODS INC.
173808	740916	38267	LANCASTER	PA	649920	TRIIFOODS INC.
173808	143346	38307	EXTON	PA	649920	TRIIFOODS INC.
173808	630118	38268	LANCASTER	PA	649920	TRIIFOODS INC.
213303	745750	40248	AIKEN	SC	376430	MCLANE SOUTHEAST
213304	429961	40376	WEST COLUMBIA	SC	376430	MCLANE SOUTHEAST
213306	493676	40229	CHARLESTON	SC	376430	MCLANE SOUTHEAST
213306	758473	40220	CHARLESTON	SC	376430	MCLANE SOUTHEAST
213308	745627	40238	SUMTER	SC	376430	MCLANE SOUTHEAST
213703	807206	40239	GREENVILLE	SC	376430	MCLANE SOUTHEAST
213703	807234	40250	GREENVILLE	SC	376430	MCLANE SOUTHEAST
213703	098133	40242	GREENVILLE	SC	376430	MCLANE SOUTHEAST
213705	755643	40233	ANDERSON	SC	376430	MCLANE SOUTHEAST
213706	637883	40245	COLUMBIA	SC	376430	MCLANE SOUTHEAST
213706	684650	40234	WEST COLUMBIA	SC	376430	MCLANE SOUTHEAST
213706	559645	40235	WEST COLUMBIA	SC	376430	MCLANE SOUTHEAST
213708	748283	40252	ROCK HILL	SC	376430	MCLANE SOUTHEAST
213708	618874	40251	ROCK HILL	SC	376430	MCLANE SOUTHEAST
222601	444851	10206	MARIETTA	GA	376430	MCLANE SOUTHEAST
222601	555088	10201	SMYRNA	GA	376430	MCLANE SOUTHEAST
222603	570825	10236	DECATUR	GA	376430	MCLANE SOUTHEAST
222603	294120	10232	TUCKER	GA	376430	MCLANE SOUTHEAST
222603	627380	10220	DECATUR	GA	376430	MCLANE SOUTHEAST
222603	627368	10229	DECATUR	GA	376430	MCLANE SOUTHEAST
222605	093735	10218	ATLANTA	GA	376430	MCLANE SOUTHEAST

51846 3846

Hess Co-Op
Non Self Service Display Locations

SR TERR	ACCT	STORE NO	CITY	STATE	VAP WHLSR	VAP WHLSR NAME
222606	627141	10228	ATLANTA	GA	376430	MCLANE SOUTHEAST
222608	133848	10254	ATLANTA	GA	376430	MCLANE SOUTHEAST
222609	031567	10223	ATLANTA	GA	376430	MCLANE SOUTHEAST
222805	761419	10209	BOGART	GA	376430	MCLANE SOUTHEAST
222805	789579	10215	ATHENS	GA	376430	MCLANE SOUTHEAST
222807	250819	10262	AUGUSTA	GA	376430	MCLANE SOUTHEAST
223207	312647	10238	ROME	GA	376430	MCLANE SOUTHEAST
232805	628063	9221	TAMPA	FL	380734	MCLANE/SUNEAST
232803	737325	9240	LAKE PARK	FL	380734	MCLANE/SUNEAST
232804	737330	9262	WEST PALM BEACH	FL	380734	MCLANE/SUNEAST
232807	759008	9301	OAKLAND PARK	FL	380734	MCLANE/SUNEAST
232808	616198	9304	FORT LAUDERDALE	FL	380734	MCLANE/SUNEAST
232809	311464	9302	PLANTATION	FL	380734	MCLANE/SUNEAST
232809	038043	9291	FORT LAUDERDALE	FL	380734	MCLANE/SUNEAST
232809	311459	9208	FORT LAUDERDALE	FL	380734	MCLANE/SUNEAST
233001	648041	9255	MIAMI	FL	380734	MCLANE/SUNEAST
233003	127928	9303	MIAMI	FL	380734	MCLANE/SUNEAST
233004	590889	9320	MIAMI	FL	380734	MCLANE/SUNEAST
233004	758994	9319	PEMBROKE PINES	FL	380734	MCLANE/SUNEAST
233005	647838	9293	HIALEAH	FL	380734	MCLANE/SUNEAST
233006	758865	9286	CITY OF SUNRISE	FL	380734	MCLANE/SUNEAST
233205	773133	9214	HAINES CITY	FL	380734	MCLANE/SUNEAST
233206	737318	9201	CLEWISTON	FL	380734	MCLANE/SUNEAST
233206	470598	9204	NAPLES	FL	380734	MCLANE/SUNEAST
233207	373246	9335	CAPE CORAL	FL	380734	MCLANE/SUNEAST
233207	446805	9342	FORT MYERS	FL	380734	MCLANE/SUNEAST
233209	628272	9225	BRANDON	FL	380734	MCLANE/SUNEAST
233505	552942	9244	COCOA	FL	380734	MCLANE/SUNEAST
233505	308585	9230	COCOA	FL	380734	MCLANE/SUNEAST
233704	364047	9296	JACKSONVILLE	FL	380734	MCLANE/SUNEAST
233706	067873	9298	JACKSONVILLE	FL	380734	MCLANE/SUNEAST
233706	762641	9321	JACKSONVILLE	FL	380734	MCLANE/SUNEAST
233707	762701	9300	JACKSONVILLE	FL	380734	MCLANE/SUNEAST
292606	683218	46212	ALEXANDRIA	VA	649920	TRIPIFOODS INC.
292606	646979	46211	ALEXANDRIA	VA	649920	TRIPIFOODS INC.

51846 3847

**R. J. REYNOLDS TOBACCO COMPANY
RETAIL PARTNERS MARKETING PLAN CONTRACT
SELF-SERVICE CIGARETTE / TOBACCO STORE - LEVEL 2**

Request for Taxpayer Identification Number and Certification

R. J. Reynolds Tobacco Company must backup withhold tax at the rate of 31% from payee if the payee fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to such payee for any calendar year. With an individual proprietorship, this information is the person's individual name and either his/her social security number (S.S. No.) or the employer identification number (EIN) for the proprietorship. In addition to the payee's individual name, the payee may also provide the business name for the sole proprietorship, provided the individual name is listed before the business name. (Sole proprietors may not furnish only the business name.) With respect to corporations, partnerships, estates, trusts, and similar entities, the necessary information is the entity's name and employer identification number (EIN) as it appears on IRS Form 575 (Assignment of Employer Identification Number).

Type of Organization: Corporation X, Sole Proprietor _____, Partnership, Estate, Trust, etc. _____

Is this a corporation exempt from backup withholding? Yes X No _____

Please use the appropriate line to fill in the name and Taxpayer Identification Number:

Corporation Name Amerada Hess Corporation EIN _____

or
Sole Proprietor's Name _____ S.S. No. _____

Sole Proprietor's Business Name _____ EIN _____

or
Partnership, Estate, Trust, etc. _____ EIN _____

Address (Number, street, and apt. or suite number) One Hess Plaza

Address (City, state, and ZIP code) Woodbridge, NJ 07095

Certification:

Under penalties of perjury, I certify that:

- The number shown above is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest on your tax return.

Store Name (Please Print) _____ RJR Account No. _____

Street Address _____ RJR Territory No. _____

City/State _____ Zip Code _____

Call Classification _____ Branch (If Chain) _____

Type	# Stores	Monthly Payment	Total Quarterly Dollar Amount
<u>Level II</u>	<u>see attachment</u>		\$
			\$
			\$
TOTAL			

1/1/98
Date Contract Signed

Retailer's Signature Bjg

Title: Senior Vice President

1/1/98
Contract Effective Date

R. J. REYNOLDS TOBACCO COMPANY

By: _____ Key Account Manager

FUNCTION	CONTRACT TYPE	PLAN	UNITS	RATE	EFFECTIVE MO/YR
A=ADD					
E=END					
D=DELETE					
C=CHANGE					

51846 3848

**R. J. REYNOLDS TOBACCO COMPANY
RETAIL PARTNERS MARKETING PLAN CONTRACT
SELF-SERVICE CIGARETTE / TOBACCO STORE - LEVEL 2**

R. J. Reynolds Tobacco Company ("RJR") is pleased to announce the following Retail Partners program effective January 1, 1997, for retail accounts that meet the following criteria:

- Cigarette sales represent more than 50% All Commodity Volume (ACV).
- 51% or more total industry volume is sold by the carton.
- No less than 90% of total cigarette volume is sold to consumers.
- Minimum of 80 cartons of RJR brands sold per week.
- Sales from Full Price Brands and Branded Savings Brands (as defined by RJR) represent no less than _____ % of all cigarettes sold weekly.
- Distribution of RJR brands in all price-tiers as required.

Retailers not meeting the above requirements should discuss alternatives with an RJR Representative.

MERCHANDISING/PRESENCE PROGRAM ELEMENTS

- Full Price Carton Merchandiser(s) for RJR Full Price cartons in a primary position.
- Permanent RJR Full Price promotional display in Primary position.
- Carton Merchandiser(s) for RJR Savings Brands in a Primary Savings Brand position.
- Permanent RJR Savings Brand promotional display in a primary position.
- Parity representation for RJR displays at register (selling area), Full Price and Savings Brands.
- Indoor and Outdoor "high impact" signage in a primary position.
- Other: _____

RJR reserves the right for final approval of display/advertising types, sizes and locations. Displays, fixtures, and free-standing signage will be lit as designated by RJR.

MERCHANDISING/PRESENCE ADDITIONAL REQUIREMENTS

- Retailer further agrees to:
 - Provide promotional assistance as requested by RJR.
 - Display RJR "Lowest" brands, if applicable
 - Provide RJR accurate volume information
 - Authorize primary and other suppliers to release brand style volume information to RJR.
 - Provide RJR share of available signage equal to RJR Share of Market.
 - Provide RJR share of space equal to RJR share of market but not less than 25% on carton and package merchandisers. Minimum acceptable space and position as determined by an RJR Representative.
 - Ensure adequate quantity of RJR brands are maintained to minimize out of stock, including brands designated for display.
 - Accept new RJR brand styles, as requested.
 - Permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
- Permanent RJR advertising will be affixed to RJR displays/merchandisers utilized under this agreement. Retailer will not permit additional advertising of any kind, including that relating to retailers own products, to be affixed to or interfere with RJR displays.
- Changes in agreed location of displays/advertising, or effectiveness of location will result in termination of this agreement.
- Restricting RJR's ability to display, promote or distribute RJR brands or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of the agreement.
- RJR reserves the right to modify or terminate this agreement after notice to retailer. In the event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.

MERCHANDISING/PRESENCE PAYMENT

RJR volume will be determined by the average weekly sales of all RJR brands during the most recent 3-month period.
RJR will pay qualifying retailer \$_____ per month for performance of all requirements under this agreement.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable after the end of each calendar quarter. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter, but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due RJR.

RETAIL ACCRUAL PROGRAM ELEMENTS

- Qualifying Merchandising/Presence elements of RJR's Retail Partners Marketing Plan.
- All requirements/criteria stated in Merchandising/Presence section are applicable to Retail Accrual program.

Program Options

Option 1: RJR Retail Accrual - monthly accrual based on RJR volume grid.

Option 2: RJR Retail Accrual with Retailer/RJR Match - monthly accrual with additional Retailer/RJR Match funds based on RJR volume grid.

RETAIL ACCRUAL PROGRAM OPTION REQUIREMENTS

OPTION 1

- Accrual process will begin on contract signing date if prior to the 15th day of the month. Sign up after the 15th day of the month will start accrual the following month.
- Retail Accrual funds are to be utilized to promote selected RJR Full Price and Savings Brands as designated by an RJR Representative.
- All promotions require approval by RJR prior to implementation.
- Retailer reimbursement will occur as soon as practicable following successful completion of the subject pre-approved RJR Retail Accrual promotion.
- RJR Promotion Dollar Liability is limited to the allocated dollar amount of Retail Accrual as designated by RJR.
- Retail Accrual funds will be accrued by the month. Funds accrued during one calendar quarter are available for use immediately.
- Unused funds may be carried over to the subsequent quarter with prior approval by RJR.
- Funds not utilized for the designated year may not be carried over to the subsequent year.

OPTION 2

- All requirements/benefits stated in Option 1 are applicable to Option 2.
- Retailer must provide matching funds in an amount equal to 50% of Option 1 rate. Retailer match dollars are utilized in the same manner as Option 1 funds and are payable not later than individual promotion completion.
- RJR will provide additional funds in an amount equal to Retailer Match monies. RJR Match monies will be accrued on a monthly basis and are available for use on the same basis as the Option 1 funds.

ADDITIONAL RETAIL ACCRUAL REQUIREMENTS

- Display size, quantity, promotional timeframe, and promotional type will be approved by an RJR Representative.
- Promotional advertising associated with RJR Brands will be affixed to, or above each display, as approved by an RJR Representative.
- Retailer will not permit advertising of any kind, including that relating to retailers own products, to be affixed to RJR displays (temporary and/or permanent) without prior consent of RJR.
- Retailer agrees to maintain RJR displays and signage (temporary and/or permanent) in an unobstructed manner, in the location agreed upon by an RJR Representative. Changes in location of displays, or effectiveness of display location, will terminate this agreement.
- Should retailer be permanently disqualified under RJR's Retail Partners Merchandising/Presence programs, participation in the Retail Accrual program and all other RJR Promotional programs will be terminated.